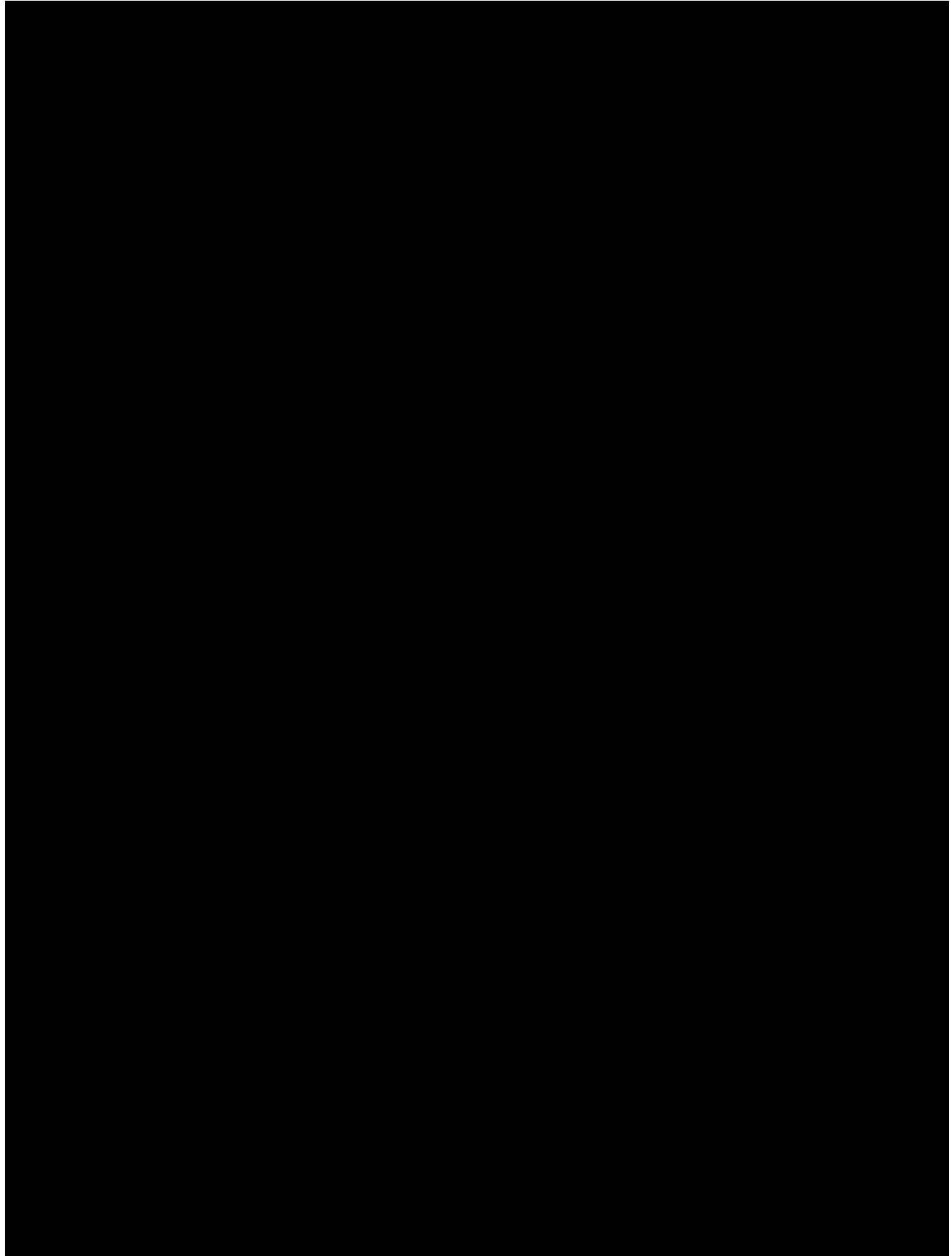


**Confidential Settlement Agreement**



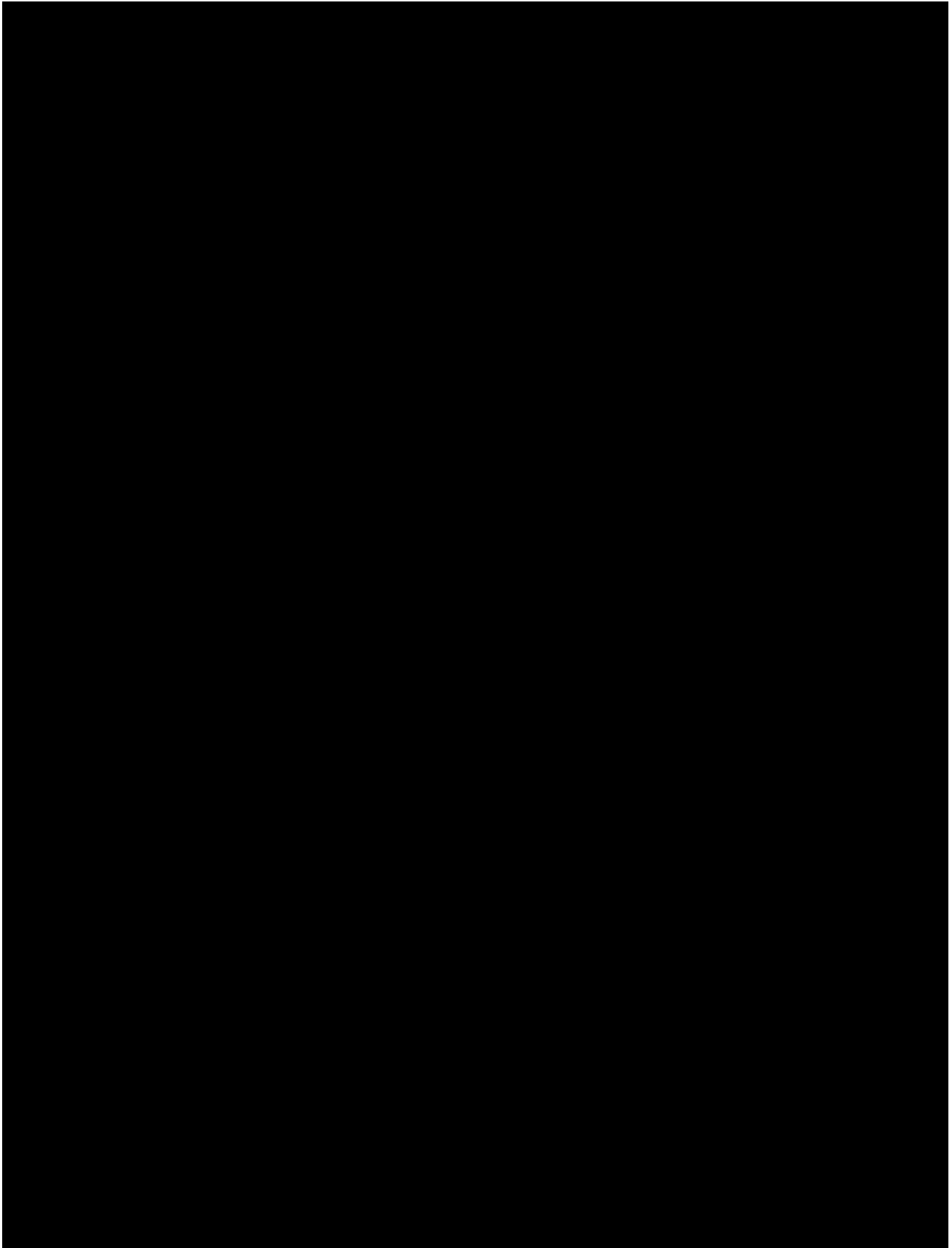
Will's Initials: \_\_\_\_

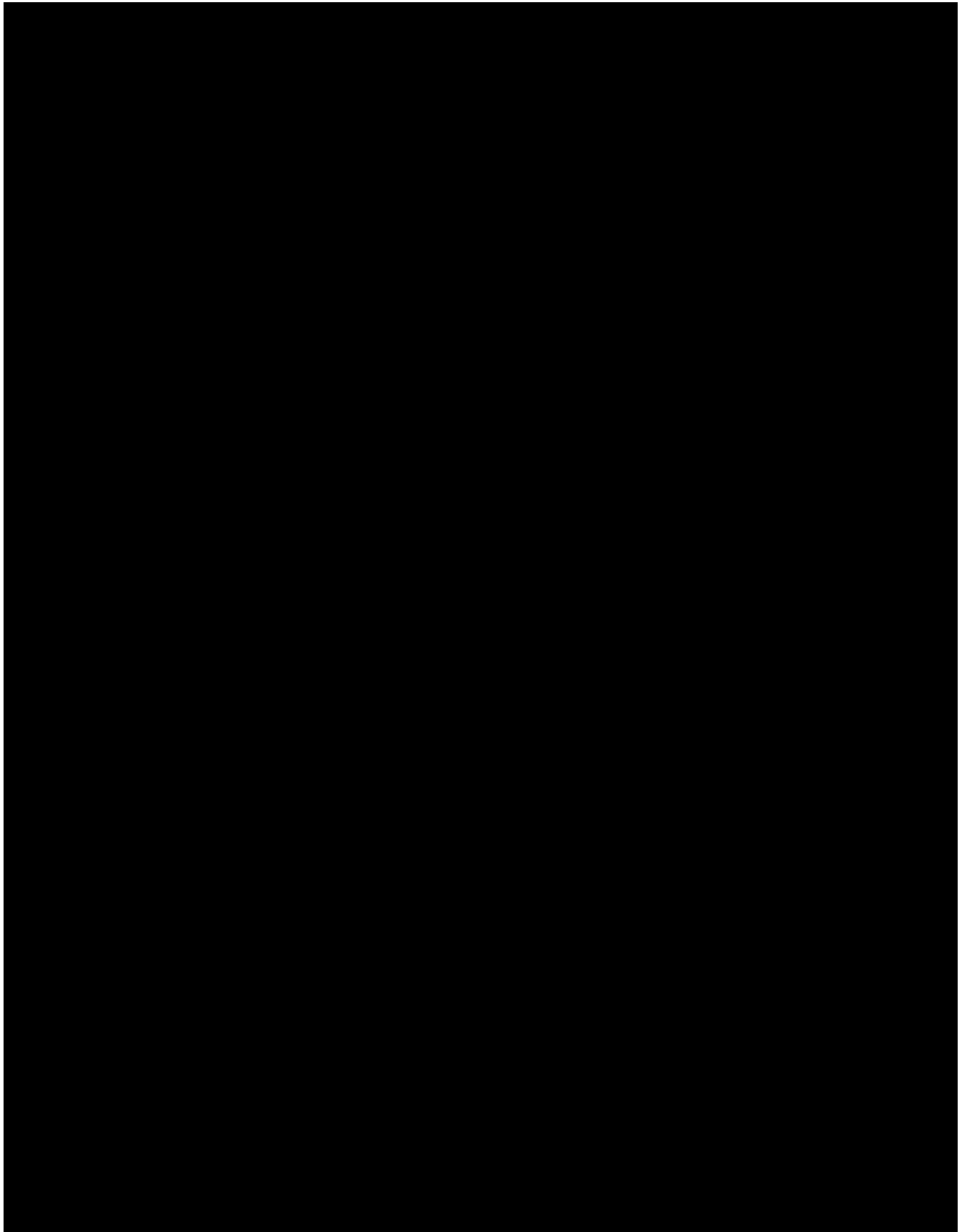
Ronda's Initials: \_\_\_\_

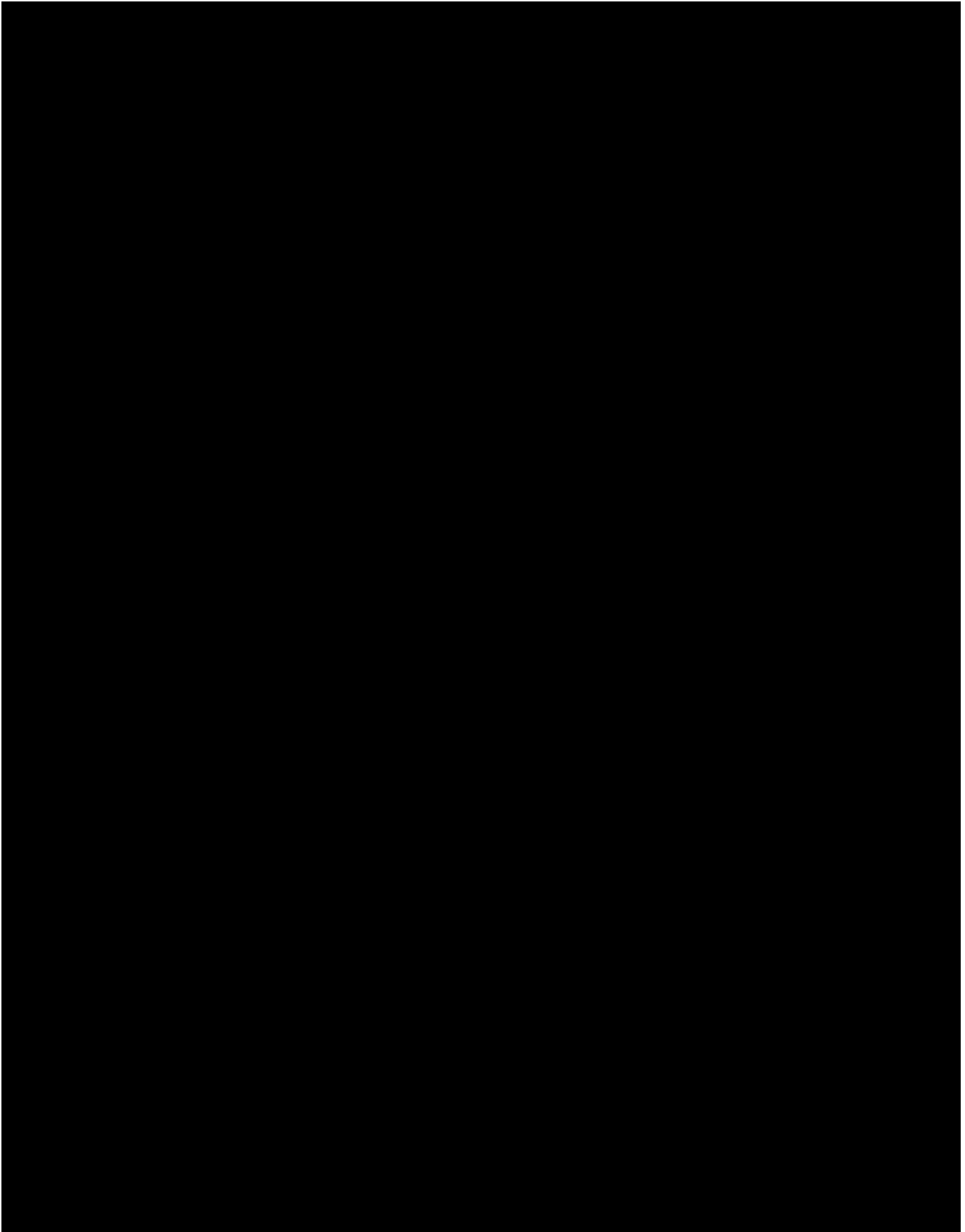
Fitzgerald's Initials: \_\_\_\_

CONFIDENTIAL

EQUIP 000018

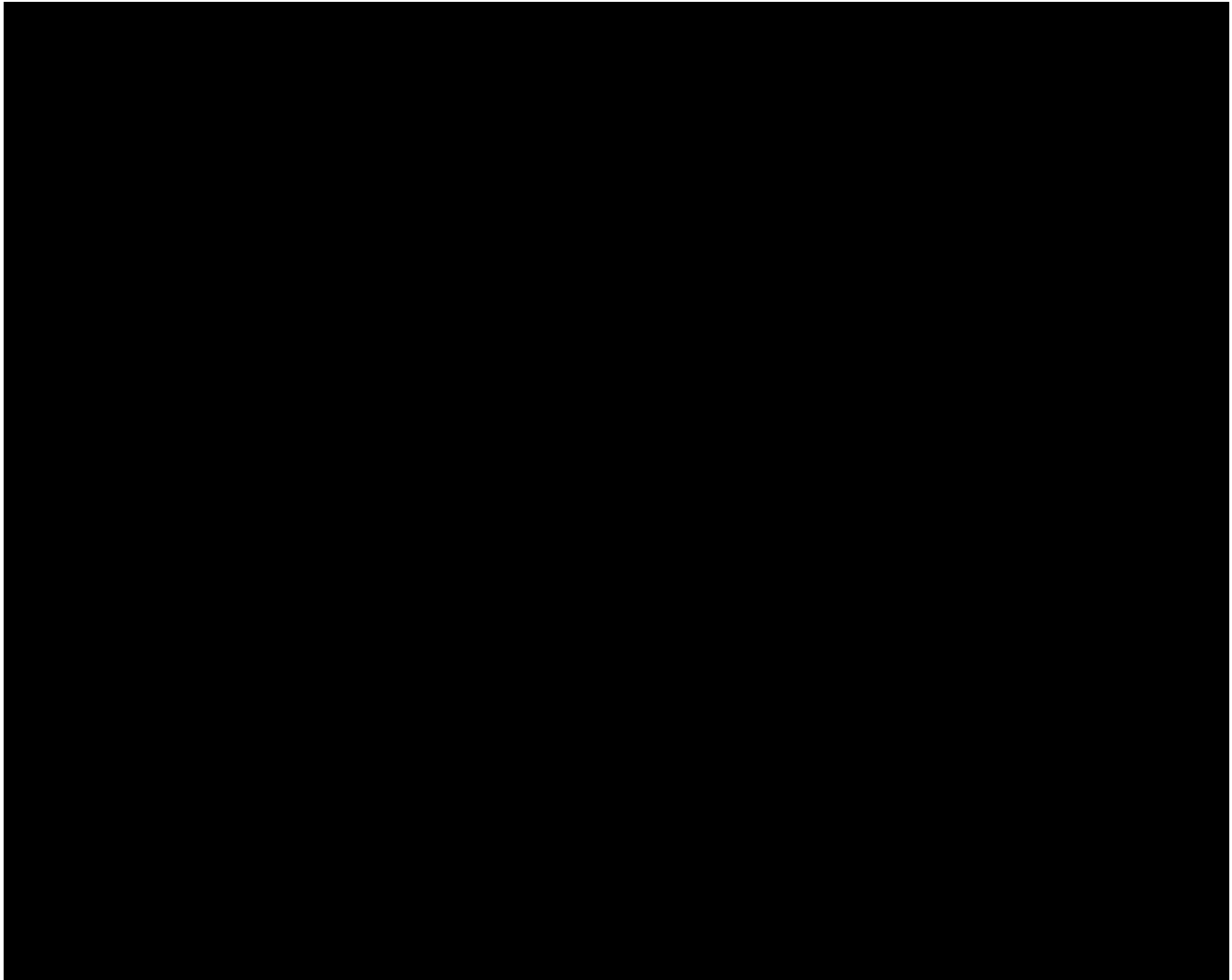






Page 4 of 5

Will's Initials:\_\_\_\_ Ronda's Initials:\_\_\_\_ Fitzgerald's Initials:\_\_\_\_  
CONFIDENTIAL EQUIP 000021



\_\_\_\_\_  
Will McNae                      Date

\_\_\_\_\_  
Ronda McNae                      Date

\_\_\_\_\_  
Michael Fitzgerald              Date  
Allan D. Lederman, Trustee

**Date : 5/4/2020 1:25:34 PM**

**From : "Tami Wakasugi" t.wakasugi@me.com**

**To : "Ronda Herd-McNae" rondamcnae@gmail.com**

**Subject : Re: Latest Settlement offer**

Is Max Meyers your attorney? And what he sent you is what "the guy"'s attorney sent to him?

Tami

425-922-2949

[t.wakasugi@me.com](mailto:t.wakasugi@me.com)

On May 4, 2020, at 10:16 AM, Ronda McNae <[rondamcnae@gmail.com](mailto:rondamcnae@gmail.com)> wrote:

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**From:** Max Meyers <[max@maxmeyerslaw.com](mailto:max@maxmeyerslaw.com)>

**Sent:** Monday, May 4, 2020 9:19 AM

**To:** [rondamcnae@gmail.com](mailto:rondamcnae@gmail.com); Will McNae

**Subject:** Latest Settlement offer

Hi Ronda & Will,

Last Wednesday we made a counter offer at \$110,000, with a 5,000 penalty for breach of NDA, with ability to continue speak with mental health counselor, account and attorney as needed. Below is there response. They are insisting on the large penalty for breach of the NDA and no talking about it at all even without reference to him in any way. Take a look and we can discuss.

In response to your settlement email below, we will need to make the following changes:

1. The \$110,000, less \$3,000.00 already paid, is agreeable. I believe \$1,500 is on autopay for this week, so if that happens, the total will be less that as well.
2. If it is going to be a lump sum, we need to make the pay by date June 15, 2020, as Mr. Fitzgerald will have to liquidate and transfer some assets out of a retirement account.
3. The liquidated damages if either of the McNae's breaches cannot be \$5,000. The can't get nearly double the previously agreed amount, and then they can just turn around and breach for a *de minimus* \$5,000 damage. The liquidated damage needs to be far closer to the damage they would be causing Mr. Fitzgerald if they breach. Moreover, this should not matter to them if they don't intend to breach. \$250,000 liquidated damage if the McNae's breach is the lowest Mr. Fitzgerald will consider, and it must be joint and several. If one breaches, they both breach. Liquidated damage to be enforced by later suit for damages if necessary. The McNaes do not need to return the settlement funds received if they breach. If the McNaes generate income off their breach of the agreement, all funds earned of their breach of the agreement shall be property of Mr. Fitzgerald, and subject to a damages claim to be enforced by later suit for damages in addition to the liquidated damages.
4. The McNaes must remove the internet posts they have put on the internet about this incident, directly or indirectly, with or without reference to Mr. Fitzgerald by name.
5. If Mr. Fitzgerald breaches the confidentiality/non-disclosure, then the confidentiality/non-disclosure will be void and dissolved as to the McNaes is agreeable, so long it is upon notice

MCNAE 003503

with fifteen (15) business days to seek injunctive relief if Mr. Fitzgerald feels he made no such disclosure, or if such disclosure was pursuant to law or court order.

6. An agreed statement that all parties can state to people already involved. "The matter has been resolved and I cannot speak any more about it" or something similar is agreeable to Mr. Fitzgerald.
7. Mr. and Ms. McNae, as well as Mr. Fitzgerald, may continue discuss the matter with their respective mental health professionals, but will advise the professionals of NDA and that counselor must follow NDA as well. Same will apply to legal or tax counsel.

*Max Meyers*

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